

**RAV4 ELECTRIC VEHICLE FLEET LEASE PROGRAM
SUPPLEMENT TO MASTER LEASE AGREEMENT
FOR USED VEHICLES (OLDER MODEL)**

LEASE NO. 12005 dated as of 04/18/01

SUPPLEMENT NO. 006

Effective Date: 04/22/06

Lessor	Lessee	Supplier
Toyota Motor Credit Corporation P. O. Box 3457 Torrance, CA 90510-3457	City of Sunnyvale P.O. Box 3707 Sunnyvale, CA. 94088-3707 Santa Clara County	Toyota Motor Sales, U.S.A., Inc. 19001 S. Western Ave. Torrance, Ca. 90501 Attn: National EV Service Support Manager Mail Drop S-200

This Supplement ("**Supplement**") is entered into by and among the above-described Lessor, Lessee and Supplier, as of the Effective Date specified above, with respect to the lease by Lessor to Lessee of certain older model, previously-used Toyota-brand RAV4 electric vehicles supplied to Lessee for purposes hereof by Supplier.

This Supplement is subject to and governed by the terms of that certain RAV4 Electric Vehicle Master Lease Agreement between Lessor and Lessee dated as of the Lease date shown above and which has the "Lease Number" specified above ("MLA"). This Supplement is incorporated into and made a part of the MLA. Capitalized terms used herein without definition shall have the meanings ascribed to them in the MLA.

1. **LEASE VEHICLES: RENT.** Subject to the terms and conditions of the MLA and this Supplement, Lessee hereby leases from Lessor the previously-used Toyota-brand RAV4 electric vehicles supplied by Supplier that are described on Attachment A hereto and incorporated herein by this reference (each, a "**Used Vehicle**" and collectively, the "**Used Vehicles**"). This Supplement constitutes a separate and enforceable lease as to the Used Vehicles specified herein and, when fully executed by the parties hereto, shall, together with the MLA, constitute and be referred to herein as the "**Lease**" with respect to such Used Vehicles.

Each Used Vehicle includes a traction battery pack having 24 advance nickel metal hydride (NiMH) batteries used to power the Used Vehicle, as well as all original equipment, spare wheels and tires, jacks, lug wrenches and instruction manuals. In conjunction with the lease of 1998 model year and/or certain early production 1999 model year Used Vehicles identified herein, which feature conductive-type chargers, Supplier shall provide Lessee with the use of one (1) conductive charger for each Used Vehicle at no additional cost to Lessee. Except as expressly provided herein, all provisions of the MLA applicable to Lease Vehicles shall also apply to Used Vehicles.

The rent for each Used Vehicle leased hereunder is in the amount specified on Attachment A hereto. Lessee shall pay to Lessor the Total Amount Due at Signing for each Used Vehicle immediately upon execution of this Supplement. Lessee must pay the Used Vehicle rent via the One-Pay Program option pursuant to the MLA, and the Total Amount Due at Signing for such Used Vehicles is the total of the One-Pay Amount plus applicable Up-Front Taxes, as specified on Attachment A hereto.

2. **DELIVERY; ACCEPTANCE; TERM OF LEASE.** It is expressly understood and acknowledged by Lessee that all Used Vehicles to be leased hereunder will be delivered to Lessee by Supplier, at the times/dates to be agreed between Lessee and Supplier. As between Lessor and Supplier, Supplier has sole responsibility for all aspects of the delivery to Lessee of the Used Vehicles. **LESSOR SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY IN DELIVERY OF THE USED VEHICLES TO LESSEE.**

Supplier shall use reasonable efforts to deliver the Used Vehicle at the location and date mutually agreed upon between Lessee and Supplier; provided, however, that Supplier shall NOT have any liability for any failure or delay in delivery of any of the Used Vehicles to Lessee. Lessee shall be responsible for any and all costs to transport the Used Vehicles to the mutually agreed upon delivery location (and to transport them back to Supplier at the end of the Lease to the site so designated by Supplier).

Upon receipt of any Used Vehicle from Supplier ("Delivery"), Lessee shall inspect the Used Vehicle within five (5) business days of the date of Delivery ("**Inspection Period**"). If, as a result of such inspection, Lessee discovers any functional defect in any Used Vehicle received, Lessee shall notify Lessor and Supplier no later than the date of expiration of the Inspection Period. If timely rejection is submitted by Lessee, Supplier shall either, at its option and sole discretion: (a) promptly repair the defect and re-deliver the repaired Used Vehicle to Lessee, (b) exchange the defective Used Vehicle for a like substitution, or (c) immediately retrieve the affected Used Vehicle from Lessee with no replacement in its stead, in which case, there shall be no Lease hereunder of such Used Vehicle. For any Used Vehicles rejected for defects hereunder by Lessee and repaired or exchanged by Supplier pursuant to **subclauses (a) or (b)** above, Lessee shall have five (5) business days from receipt of Delivery from Supplier of the repaired/substitution Used Vehicle to inspect the same, and to provide notice of any functional defect therein to Lessor and

Supplier, as provided above. Should any Used Vehicle that has been repaired or exchanged and delivered to Lessee pursuant to the foregoing be timely rejected by Lessee, Supplier shall arrange for the retrieval from, or return by, Lessee to Supplier of such Used Vehicle following Lessee's notice of rejection thereof, and in such case, the Lease for such Used Vehicle shall not commence hereunder.

The date of commencement (the "**In Service Date**") of the lease term ("**Lease Term**") of each Used Vehicle hereunder shall be the fifth (5th) business day after the date of Delivery (unless **subclause (c)** above applies, and in such case there shall not be a Lease of such Used Vehicle hereunder) or the date of re-Delivery pursuant to **subclauses (a) or (b)** above, regardless of whether Lessee accepts the Used Vehicle(s) by submitting an acceptance notice to Lessor prior to the expiration of the Inspection Period OR if the Inspection Period elapses with no rejection for defect (as provided above) by Lessee.

Subject to **Section 8** of this Supplement, the Lease Term for each Used Vehicle hereunder shall commence on its In Service Date and shall continue for a period of **twelve (12) months** Thereafter. The date of expiration of the Lease Term of each Used Vehicle is the "Maturity Date" specified therefor on Attachment A hereto.

Lessee shall make the Used Vehicles available to Lessor and/or Supplier, from time to time, for any inspection requested by Lessor or Supplier, which inspection shall occur at a mutually agreed upon time and location prior to the Maturity Date therefor (and if a time and location cannot be mutually agreed upon, then the inspection can be held at the garaging address as identified in Supplement No. J3 of Attachment A hereof on at least five (5) days prior written notice from either Lessor or Supplier to Lessee).

3. USE OF USED VEHICLES. Notwithstanding anything to the contrary in the MLA, Lessee shall use the Used Vehicles solely for use in its business and only for business purposes (and not for personal, family or household purposes). The Used Vehicles shall not be used by any employee, agent or invitee of Lessee for any personal, family or household purposes at any time.

Only the employees or duly-authorized representatives of Lessee (or other individuals specifically agreed to in writing by Lessor) (collectively referred to as "**Permitted Users**") may operate any of the Used Vehicles leased hereunder. Lessee is responsible for ensuring that all Permitted Users: (a) have a current and valid driver's license issued in one of the States of the United States or the District of Columbia, (b) are at least twenty-one (21) years of age, (c) have not had more than two moving violations in the three (3) years preceding the date of use of any Used Vehicle, and no serious violations in the five (5) years preceding the date of use of any Used Vehicle (e.g., driving while under the influence, reckless driving, etc.), and (d) satisfy any other requirements as agreed in writing by Lessor and Lessee. Prior to permitting any Permitted User to operate a Used Vehicle, Lessee shall (i) physically review the Permitted User's driver's license and confirm that it appears on its face (based upon a reasonable inspection of the card) in order and currently valid, and (ii) confirm that the Permitted User is at least twenty-one (21) years of age from the information indicated on the face of the driver's license. Lessee shall be responsible for all acts or omissions of any Permitted User and/or providing any of the Used Vehicles to other than Permitted Users. Lessee shall be responsible for advising each Permitted User of all restrictions on the use, operation and possession of the Used Vehicles set forth herein, including without limitation those restrictions set forth in this **Section 3**.

Used Vehicles leased hereunder may not be sub-leased, re-leased, assigned or otherwise transferred or assigned by Lessee. Lessee will ensure that all Used Vehicles are used in a careful manner, and in accordance with all applicable governmental and insurance requirements and limitations, and in no event for other than a lawful purpose and in compliance with all applicable laws. None of the Used Vehicles shall be used or operated in a negligent, improper or unsafe manner, or in violation of any applicable laws, or in any manner as to void any insurance covering same. Lessee agrees that the Used Vehicles will not be used off established roadways. Lessee shall ensure that all occupants of the Used Vehicles wear seat belts or, as appropriate, approved child passenger restraints. The Used Vehicles shall not be used in any race or competitive event, for hire or as a public conveyance, or to pull trailers.

Under no circumstances shall Lessee permit any Used Vehicle to be used or charged by any individual who has not been trained by Lessee to use and charge the Used Vehicle, including training in all relevant information in the Used Vehicle's owner's manual. Lessee shall be solely responsible for all training, including the development and maintenance of training materials, in accordance with Supplier's instruction manuals. Lessee shall also maintain written records verifying that each user has received all necessary training and shall maintain such records for a minimum of two (2) years after return of all of the Used Vehicles to Lessor.

Lessee understands and agrees that Lessee may not, under any circumstances, disassemble (or permit others to disassemble) the Used Vehicles or any portion thereof, without in each instance with the prior written approval of Supplier (which approval may be denied at its sole discretion). No modifications or alterations shall be made to any of the Used Vehicles, without in each instance with the prior written approval of Supplier (which approval may be denied at its sole discretion). To the extent there are any modifications or alterations to the Used Vehicles during its Lease Term, including without limitation any replacements, substitutions or additions of parts or equipment to the Used Vehicles, all said items shall be accessions to the Used Vehicles and shall become the sole property of Lessor. If Lessee makes any

permitted modifications or alterations to a Used Vehicle, Lessee shall take such steps to repair/return the Used Vehicle to its unmodified condition as at Delivery, on the earlier of: (a) termination or expiration of the Lease Term of such Used Vehicle, and/or (b) prior to the expiration or earlier termination of the MLA. Lessee agrees to maintain in un-obliterated condition any identification numbers, labels, tags and other markings used to identify the Used Vehicles, and shall replace, repair or assume cost of restoring the Used Vehicle to its Delivery-condition prior to returning the Used Vehicle to Lessor.

Lessee will provide to Lessor and Supplier, upon request from time to time, such information regarding the Used Vehicles and Lessee's use thereof as may be reasonably requested by Lessor or Supplier.

Notwithstanding anything to the contrary in the MLA, Lessee assumes all risks and liability arising from Lessee's possession, use and/or operation of the Used Vehicles, including without limitation, liability which may arise from a Permitted User's possession, use and/or operation of a Used Vehicle and/or charging thereof, from the moment of delivery to Lessee to the moment of return to Lessor. Lessee agrees to defend, indemnify and hold Lessor, Supplier, and their respective parent, affiliated and subsidiary companies, and their respective officers, directors, dealers, private distributors, stockholders, employees, agents, contractors, and representatives, and their respective successors and assigns, (collectively, the "**Toyota Entities**") harmless from any and all of the following whether the same is actual or alleged: (A) all losses, damages, claims, suits, taxes, liens, penalties, fines, liabilities, causes of action, judgments and/or expenses (including reasonable attorneys' fees) (collectively, "**Damages**") arising in any manner, relating directly or indirectly, to the possession, use and/or operation of the Used Vehicles, and/or performance of Lessee's obligations under the Lease of the Used Vehicles or for any breach thereof by Lessee, including, but not limited to, injuries or death to persons or damages to or destruction of property; (b) Damages for storage, electricity, gas, labor and/or materials (including without limitation parts or accessories); and/or (c) all loss of and damage to the Used Vehicles, regardless of whether insured for physical damage. Lessee's liability to the Toyota Entities hereunder for loss of and damage to a Used Vehicle shall be limited to Sixteen Thousand Dollars (\$16,000.00) per Used Vehicle.

Without limiting its obligations under the preceding paragraph, Lessee further agrees to defend, indemnify and hold harmless the Toyota Entities from any and all Damages arising out of claims by third parties (including Permitted Users, employees, agents or contractors of Lessee) which relate directly or indirectly to Lessee's acts or omissions hereunder and/or breach of its obligations under the Lease of the Used Vehicles hereunder, including, but not limited to, injuries or death to persons or damages to or destruction of property.

Should Lessor assign any of its rights or delegate any of its obligations under this Supplement and/or the MLA, Lessee agrees (and shall cause any assignees and/or delegate to agree) that the Toyota Entities (including their respective successors and assignees) shall be entitled to the defenses, disclaimers, waivers, releases and indemnities provided pursuant to this **Section 3**.

4. LIMITATION OF LIABILITY: CONDITION OF THE USED VEHICLES. LESSEE ACKNOWLEDGES AND AGREES THAT THE USED VEHICLES ARE BEYOND THE DURATION OF ANY MANUFACTURER'S WRITTEN EXPRESS LIMITED WARRANTIES. LESSEE HEREBY ACCEPTS EACH USED VEHICLE IN "AS-IS, WHERE-IS" CONDITION. THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY LESSOR, SUPPLIER OR ANY OTHER TOYOTA ENTITIES WITH RESPECT TO ANY OF THE USED VEHICLES. NEITHER LESSOR, SUPPLIER NOR ANY OF THE OTHER TOYOTA ENTITIES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE OR ANY OTHER PERMITTED USER, OR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE USED VEHICLES, ANY CHARGING AND/OR ASPECT RELATED TO THE USE OF ELECTRICAL CHARGERS, AND/OR THE REPAIR, MAINTENANCE OR EQUIPMENT THEREOF, AND/OR BY ANY FAILURE THEREOF, AND/OR INTERRUPTION OF SERVICE OR USE OF THE USED VEHICLES. UNDER NO CIRCUMSTANCES SHALL LESSOR, SUPPLIER OR ANY OF THE OTHER TOYOTA ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS. THERE ARE NO OTHER REPRESENTATIONS OR STATEMENTS REGARDING THE USED VEHICLES, AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE NOR ANY WARRANTY OF MERCHANTABILITY.

5. GARAGING ADDRESS. All Used Vehicles will be titled and registered in the State of California (the "**Original Lease State**"). Lessee may remove a Used Vehicle from the Original Lease State only under the conditions set forth in the MLA. Lessee represents and warrants that all the Used Vehicles will be garaged at the Used Vehicle Garaging Address specified on Attachment A hereto during the entire term of the Lease.

6. INSURANCE REQUIREMENTS. Lessee shall obtain and maintain insurance coverages for the Used Vehicles of the type and amounts required in the MLA, such coverages to be kept in force throughout the Lease Term of the Used Vehicles. Notwithstanding anything in the MLA to the contrary or otherwise, Lessee shall promptly notify Lessor of any damage to any Used Vehicle (but in no event later than twenty-four (24) hours after said occurrence), and shall provide proof that the necessary repairs have been made by an Approved Service Provider (as defined in Section 7 below). Lessee shall

prepare, or cooperate in the preparation of, all reports, forms and the like necessary to process the insurance claim and/or to comply with applicable local, state, foreign, international or federal laws, rules, statutes, ordinances or regulations (collectively, "Laws"), as required, and shall deliver a copy of each such document to Lessor. Lessee shall not agree to, nor offer, any settlement or compromise of claims with any third party associated with or relating to any collision, upset, occurrence or accident, or any other damage to or loss of any Used Vehicle without the prior written consent of Lessor. Lessee shall pay for any accident-related Used Vehicle repairs or expenses which are not covered by insurance. Lessee shall bear all risks of damage or loss arising out of the use, operation and/or possession of the Used Vehicles whether or not covered by insurance secured pursuant to this Supplement. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage within five (5) business days of execution hereof.

7. **MAINTENANCE AND REPAIRS.** Notwithstanding anything in the MLA to the contrary, Lessee shall, at its sole expense, cause each Used Vehicle to be maintained in good operating order, repair and appearance in accordance with the owner's and service manuals and any other instructions provided to Lessee by Lessor (or Supplier) and in effecting maintenance and repairs, Lessee shall have such work performed only by authorized Toyota RAV4 electric vehicle dealers or other service providers designated by Supplier in writing (collectively, "**Approved Service Provider(s)**"). The Approved Service Providers as of the date of this Supplement are listed on Attachment B hereto. Lessee understands and acknowledges that Approved Service Providers may not be within Lessee's geographical area, and that Used Vehicles in need of maintenance or repair may need to be transported, at Lessee's cost and arrangement, by flatbed truck or similar carrier to Approved Service Providers located at some distance from Lessee. Lessee agrees to accept responsibility for such transportation arrangements and the costs thereof. Lessee shall be responsible for all washing, parking, electricity costs, towing, garage, highway fees, tolls, expenses or charges and for any other expenses or charges of any nature that may be incurred in connection with each Used Vehicle. Lessee shall provide proof of such maintenance, service and repair to Lessor upon request. Lessee shall not make any modifications or improvements to the Used Vehicles without prior written approval of Lessor and Supplier (which approval may be denied at its or their sole discretion). All maintenance and repairs must satisfy Lessor's and Supplier's standards and all applicable Laws.

Lessee shall immediately have performed repairs or replacements, whether covered by insurance on the Used Vehicles or not. All repairs and maintenance must be performed using new genuine Toyota parts and accessories, or other parts or accessories comparable to new genuine Toyota parts and accessories (as reasonably determined in advance and in writing by Lessor and Supplier). Title to all replacement parts and accessories shall vest in Lessor. Lessee shall provide, at its own expense, a power source, which meets specification set forth by Supplier and the applicable manufacturer, for recharging and other services required for the proper operation and/or protection of each Used Vehicle.

Lessee gives Lessor (and Supplier) the right to inspect any Used Vehicle, upon prior reasonable notice to Lessee. If Lessor or Supplier, during any inspection of a Used Vehicle, determines that Lessee has failed to perform its obligations as set forth in this **Section 7**, Lessor or Supplier shall give Lessee written notice thereof. Unless Lessee performs its obligations within thirty (30) days from the date of Lessor's or Supplier's notice, Lessor shall have the right, but not the obligation, to terminate the Lease of any or all of the Used Vehicles hereunder, and/or to cause Supplier to perform the maintenance, service and repair required to be performed by Lessee under this Supplement. If Lessor performs (or causes Supplier or other designee to perform) such maintenance, service or repair, Lessee shall pay Lessor an amount equal to Lessor's and Supplier's out-of-pocket costs therefor, such payment to be made within thirty (30) days after Lessee receives Lessor's invoice with respect thereto.

Lessee gives Lessor and Supplier the right to install, at any time, any equipment or make any repairs or changes to the Used Vehicles that Lessor or Supplier deems are necessary.

Further, Lessor and Supplier each reserves the right, upon ten (10) days notice, to substitute a different Toyota-brand RAV4 electric vehicle (which may be previously used) in place of any Used Vehicle hereunder at its or their sole discretion, and in such case, Lessee shall surrender possession of the original Used Vehicle leased to it pursuant to Lessor's or Supplier's substitution notice in exchange for the different vehicle, which upon Delivery to Lessee shall for all intents and purposes hereof be known and referred to as a "Used Vehicle" hereunder, the Lease Term of which and all other terms applicable thereto shall be the same as for the Used Vehicle that was replaced by the substitution vehicle. Any number of such substitutions may occur as Lessor or Supplier desires during the Lease Term of any Used Vehicle. Supplier shall pay the costs to transport the substituted Used Vehicle to Lessee if Supplier elects to substitute a Used Vehicle pursuant to this paragraph (but neither Supplier nor Lessor is required to pay for any transportation costs arising out of the replacement of a Used Vehicle under any other terms of this Supplement).

Lessee understands and acknowledges that **none of Lessor, Supplier nor any of the other Toyota Entities can assure Lessee that there will be genuine Toyota parts and/or accessories available for Lessee to complete any maintenance and/or repair work required hereunder.** Lessee understands that neither Lessor nor Supplier distribute new Toyota-brand RAV4 electric vehicles, and the source of maintenance and repair parts may be limited and/or extinguished during the Lease Term of

the Used Vehicles without notice to Lessee. **Lessee hereby waives any Damages Lessee had, has and/or may have in the future against any of the Toyota Entities for such lack of availability of maintenance and/or repair parts and/or accessories.**

8- LEASE TERMINATION. THE OBLIGATIONS OF LESSEE UNDER EACH LEASE IS ABSOLUTE AND UNCONDITIONAL AND LESSEE SHALL NOT BE ENTITLED TO ANY ABATEMENT OR REDUCTION OF, OR SET-OFF OR COUNTERCLAIM AGAINST, PAYMENTS DUE HEREUNDER FROM LESSEE FOR ANY REASON WHATSOEVER.

With respect to the Used Vehicles leased hereunder, **Section 10** of the MLA is amended in its entirety to read as follows:

- "a. Except as expressly provided in this Section, Lessee shall have no right to terminate or to the early termination of the Lease of any Used Vehicle prior to the end of the specified Lease Term of such Used Vehicle set forth on Attachment A. The Lease of each Used Vehicle shall expire or be terminated on the earlier to occur of the following:
- (i) on the applicable New Maturity Date therefor specified in Attachment A hereto; provided that, notwithstanding the expiration of said Lease, Lessee shall remain liable for return of the Used Vehicle in accordance with **Section 11** of the MLA, as amended by **Section 9** of this Supplement.
 - (ii) if the Used Vehicle sustains major bodily damage, or has been stolen, converted, seized or has disappeared (collectively, a "**Theft**") during its Lease Term; provided that, Lessee notifies all law enforcement authorities immediately upon becoming aware of an occurrence of Theft regarding a Used Vehicle and Lessee notifies Lessor in writing of the event specified in this **Section 10(a)(iii)** no later than thirty (30) days following the date of Lessee becoming aware of such event. Termination of the Lease of the affected Used Vehicle under this **Section 10(a)(iii)** shall be effective as of the date of Lessor's receipt of Lessee's written notice of the event. Upon such early termination hereunder, Lessee shall pay Lessor the total of (A) the fair market value of the Used Vehicle as of the date of termination, not, however, to exceed Sixteen Thousand Dollars (\$16,000.00), plus (B) all other amounts that are due for such Used Vehicle hereunder as of the date of termination, minus (i) any insurance proceeds on the Used Vehicle received by Lessor (if any) and the salvage value of such Used Vehicle received or determined by Lessor (if any) and (ii) a pro-rated amount of the rental and taxes paid hereunder attributable to the remaining Lease Term of that Used Vehicle so long as Lessee is not in breach of any other terms or conditions of the MLA or this Supplement.
 - (iii) if the Used Vehicle has a major component failure as determined by Supplier or is deemed by Lessor or Supplier to be unsupportable or unsustainable, which determination shall be made by Supplier either (A) after written notice from Lessee in case Lessee suspects the existence of any such condition, or (B) at any time by Supplier, in its sole discretion, and in case of either **Section 10(a)(iii)(A)** or **10(a)(iii)(B)**, upon notification of such determination to Lessee, the Lease of such Used Vehicle shall terminate and there shall be no charge for such early termination to Lessee, except for any outstanding charges due hereunder and under the MLA through the termination date (and, where the component failure is not caused by Lessee or due to any other breach of the MLA or this Supplement, a pro-rated amount of the rental and taxes paid hereunder attributable to the remaining Lease Term for that Used Vehicle shall be returned to Lessee by Lessor).
 - (iv) if any battery in the NiMH battery pack of a Used Vehicle fails at any time during the Used Vehicle's Lease Term, Lessee shall report such failure to Lessor and Supplier in writing as soon as possible, but in no event later than 10 days after Lessee suspects any Used Vehicle battery failure. Upon receipt of such notice, Supplier will arrange to inspect and verify the battery condition and after the inspection, Supplier shall provide Lessee with written notice of Supplier's determination as to the condition of the battery pack. Supplier, in its sole discretion, may elect to: (A) prohibit Lessee from inserting a replacement battery pack into the subject Used Vehicle, (B) provide a replacement used RAV4 electric vehicle in substitution for the affected Used Vehicle, at Lessee's cost, and/or (C) cause Lessor to terminate the Lease of such Used Vehicle. Neither Lessor nor Supplier shall have any responsibility or liability, and Lessee hereby waives any Damages, for Lessor's or Supplier's election of rights hereunder, including without limitation, for prohibiting Lessee from installing a replacement battery pack, failing to provide a replacement Used Vehicle, and/or terminating the Lease of that Used Vehicle. Should Supplier or Lessor elect to terminate the Lease of the affected Used Vehicle with a failed battery pack, the effective termination date of the Lease for such Used Vehicle shall be the date of

Lessee's written notice to Supplier of the battery failure. If said so-affected Used Vehicle is the only remaining Used Vehicle leased by Lessee under the terms of this Supplement, upon such termination of the Lease for that particular Used Vehicle, the term of this Supplement shall terminate as of the date of Lessee's written notice of the battery failure for that Used Vehicle.

- "b. Notices from Lessee under this **Section 10** shall be provided to Lessor and Supplier at the following addresses, or to such address or addresses as may be designated by Lessor and/or Supplier from time to time:

To Lessor: Toyota Motor Credit Corporation
P.O. Box 3457, MS 18
Torrance CA 90510-3457
Attn: Commercial Finance Fleet Dept.
Mail Drop WF11

To Supplier: Toyota Motor Sales, U.S.A., Inc.
National EV Service & Support Manager
Mail Drop S-200
19001 S. Western Avenue
Torrance, CA 90509

- "c. If, notwithstanding the above limitations on Lessee's rights to terminate any Used Vehicle lease early, Lessee determines that any Used Vehicle is too expensive to maintain by Lessee as required hereunder, and/or Lessee is not able to find maintenance or repair parts or accessories to fulfill Lessee's maintenance and repair obligations under this Supplement, and/or for any other reason, Lessee desires to terminate the lease of a Used Vehicle prior to the end of the applicable Lease Term therefore (and so long as Lessee is not in breach of any of the other terms or condition under the MLA or this Supplement), Lessee shall pay to Lessor an early termination charge of Five Hundred Dollars (\$500.00), plus all other amounts that are due under the MLA as of the termination date for any such Used Vehicle the lease of which is being terminated early by Lessor, minus a pro-rated amount of the rental and taxes paid hereunder attributable to the remaining Lease Term. All such early termination sums are to be paid by Lessee to Lessor within five (5) business days of Lessor's invoice thereof."

9- RETURN OF USED VEHICLES AND CONDUCTIVE CHARGERS. At the termination or expiration of Lease Term of any of the Used Vehicles, the applicable Used Vehicle shall be returned to Supplier (for Lessor's account) at the TMS Vehicle Services Center, 2200 W. 195th Avenue, Torrance, CA 90501) at Lessee's expense no later than five (5) days after the termination or expiration of the Lease Term. Lessee shall give Lessor and Supplier thirty (30) days' advance written notice of the quantity of Used Vehicles to be returned, and the vehicle identification number (VIN) of each such Used Vehicle coming to the end of its respective Lease Term and/or being otherwise returned hereunder.

10. CONTINUING VALIDITY AND ENFORCEABILITY. As supplemented and amended herein, all the terms of the MLA shall remain valid and enforceable and are incorporated herein by reference. This Supplement shall control any conflict or inconsistency with any provisions of the MLA.

11. ACKNOWLEDGEMENT. By signing below, Lessee acknowledges its agreement to lease the Used Vehicles set forth above, under the terms contained in the MLA and this Supplement.

Lessee: City of Sunnyvale,

By: _____ Title: _____ Date: _____

Lessor: Toyota Motor Credit Corporation

By: _____ Title: CF Fleet Finance Manager Date: _____

Supplier: Toyota Motor Sales, U.S.A., Inc.

By: _____ Title: _____ Date: _____

SUPPLEMENT NO. 6
ATTACHMENT A

USED VEHICLES

Year	VIN	In Sen/ice Date	Mileage at In Service Date	Maturity Date	One -Pay Amount	Up-Front Taxes	Base Monthly Rent	Monthly Taxes	Total Amount Due at Supplement Execution	Garage Address
2001	JT3GS10VX10002068	4/22/06		4/22/07	\$3600.00	\$297.00	N/A	N/A	\$3,897.00	221 Commercial St. Sunnyvale, CA.
2001	JT3GS10V110002069	4/22/06		4/22/07	\$3600.00	\$297.00	N/A	N/A	\$3,897.00	221 Commercial St. Sunnyvale, CA
2001	JT3GS10V810002070	4/22/06		4/22/07	\$3600.00	\$297.00	N/A	N/A	\$3,897.00	221 Commercial St. Sunnyvale, CA

Exhibit 1

APPROVED SERVICE PROVIDERS

As of the date of the Supplement to which this Exhibit 1 is attached, the Approved Services Providers are:

City of San Jose
Fleet Management Division
1661 Senter Road Bldg B
San Jose, CA. 95112
408-938-2097 Dan Sunseri